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Attorneys for Plaintiffs

UNITED STATES DISTRICT COURT
 NORTHERN DISTRICT OF CALIFORNIA

THE BOARD OF TRUSTEES OF THE
 CARPENTER PENSION TRUST FUND FOR
 NORTHERN CALIFORNIA,

Plaintiffs,

v.

CLASSICAL STAIRWAYS, INC., a California
 Corporation,

Defendant.

No. CV-09-0635 SBA

STIPULATION FOR ENTRY OF
 JUDGMENT; [PROPOSED]
 JUDGMENT

IT IS HEREBY STIPULATED and agreed by and between Plaintiffs BOARD OF
 TRUSTEES of the CARPENTERS PENSION TRUST FUND FOR NORTHERN CALIFORNIA
 (hereinafter "Plaintiffs") and Defendant CLASSICAL STAIRWAYS, INC. (hereinafter
 "Defendant") as follows:

1. Plaintiffs have brought the above-captioned action against Defendant seeking the
 payment of delinquent withdrawal liability of \$8,824.00 pursuant to Sections 502, 4221(b), and
 4301 of the Employee Retirement Income Security Act of 1974, as amended by the Multiemployer
 Pension Plan Amendments Act of 1980 (hereinafter "ERISA") (29 U.S.C. §§1132, 1401(b), 1451)

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1 and Section 301 of the Labor Management Relations Act (hereinafter "LMRA") (29 U.S.C. §185.)
 2 Plaintiffs also sought liquidated damages and interest the delinquent withdrawal liability, as well as
 3 all attorneys' fees and costs incurred in connection with this action.

4 2. The Parties are desirous to settle this action and hereby stipulate and agree to settle
 5 this action under the terms set forth below. This Stipulation for Entry of Judgment memorializes
 6 the terms agreed to by the Parties; to the extent that it differs from or varies from any previous
 7 writing between the Parties relating to the matters resolved herein, this Stipulation for Entry of
 8 Judgment shall supersede and replace such other communications and/or agreements.

9 3. Defendant Classical Stairways, Inc. agrees to have a Judgment entered against it as
 10 follows: Defendant Classical Stairways, Inc. agrees to pay the total sum of \$17,849.00, consisting
 11 of \$8,824.00 in unpaid principal withdrawal liability, \$3,948.00 in interest, \$882.00 in liquidated
 12 damages, \$3,575.00 in attorneys' fees, and \$620.00 in costs.

13 4. As part of this stipulated settlement, Defendant Classical Stairways, Inc. shall pay
 14 Plaintiffs the amount of \$16,967.00, which represents the total sum set forth in Paragraph 3 above,
 15 less \$882.00 in liquidated damages, as follows: Defendant shall pay the stipulated settlement
 16 amount of \$16,967.00 in eighteen (18) monthly installments of \$942.61, due no later than the 25th
 17 of each month, commencing on ~~November~~ ^{JANUARY} 25, 2009 and ending on ~~April~~ ^{JUNE} 25, 2011. Each
 18 installment shall be made by check and paid directly to the Trust Fund at the following address:
 19 Carpenters Funds Administrative Office of Northern California, Inc., 265 Hegenberger Road, Suite
 20 100, Oakland, CA 94621. If Defendant fails to make an installment payment by the due date,
 21 Plaintiffs will provide notice to Defendant. Defendant will be given ten (10) days to cure any
 22 missed installment payment before Plaintiffs may exercise their right to execute upon the entire
 23 Judgment as set forth in Paragraph 5 below. Plaintiffs and Defendant each understand and agree
 24 that any modification of payments must be made in writing and agreed to by both the Plaintiffs and
 25 the Defendant. Upon Defendant's full and timely payment of \$16,967.00 as set forth in this
 26 paragraph, Plaintiff Trust Funds agree to waive the liquidated damages owed and to promptly file a
 27 Satisfaction of Judgment with the Court.

28 - 2 -

5. It is further stipulated and agreed by the parties hereto that if Defendant Classical Stairways, Inc. fails to make any of the scheduled payments listed above in Paragraph 4, Plaintiffs may execute upon the entire Judgment in the full amount of \$17,849.00 as described in Paragraph 3, minus the amount of any payments actually received, together with additional interest that shall have accrued thereon. In such an event, there shall be added to Defendant Classical Stairways, Inc.'s obligation under a modification to this Stipulation for Entry of Judgment, reasonable attorneys' fees, court costs, and other reasonable expenses incurred by Plaintiffs in connection with such suit or claim, including any and all appellate proceedings therein.

6. It is further stipulated and agreed by the parties hereto that upon Defendant Classical Stairways, Inc. making of all payments required by this Stipulation for Entry of Judgment as described in Paragraph 4 above on the dates specified above, or sooner, and upon the funds having been deposited and cleared the bank upon which they were drawn, and if Defendant does not default on any other material condition contained herein, the Judgment shall be deemed paid in full.

7. It is further stipulated and agreed by the parties hereto that upon Defendant Classical Stairways, Inc. making of the first payment required by this Stipulation for Entry of Judgment as described in Paragraph 4 above on the date specified above, or sooner, and upon the funds having been deposited and cleared the bank upon which they were drawn, Plaintiffs shall immediately thereafter cause their counsel to execute and file a dismissal with the Court. It is further stipulated and agreed by the parties that the Court shall retain jurisdiction over the parties until the conditions of Paragraph 6 are met.

8. It is further stipulated and agreed that if Classical Stairways, Inc. is sold or closed, this Stipulation for Entry of Judgment shall be binding on its successors, heirs, and assigns regardless of whether it changes the name or style or address of the business.

9. The provisions set forth in this Stipulation for Entry of Judgment are not in violation of any state or federal law. However, if any portion of this Stipulation for Entry of Judgment is found to be in violation of any state or federal law, Defendant Classical Stairways, Inc. agrees to

- 3 -

STIPULATION FOR ENTRY OF JUDGMENT; [PROPOSED] JUDGMENT
Case No. C 09-0635 SBA

1 continue to pay the indebtedness outlined herein in Paragraph 4.

2 10. The Parties acknowledge they have each had the opportunity to be represented by
3 independent legal counsel of their own choice throughout all of the negotiations that preceded the
4 execution of this Stipulation for Entry of Judgment. Plaintiffs and Defendant further acknowledge
5 that they have had adequate opportunity to perform whatever investigation or inquiry each deemed
6 necessary in connection with the subject matter of this Stipulation for Entry of Judgment prior to
7 its execution, and agree with the delivery and acceptance of the considerations specified in this
8 Stipulation for Entry of Judgment.

9 11. The Stipulation for Entry of Judgment may be executed in counterparts, which
10 taken together, shall constitute one Stipulation for Entry of Judgment and be binding upon and
11 effective as to all Parties hereto.

12 12. The Parties hereto mutually state that they have read the foregoing Stipulation for
13 Entry of Judgment and are fully aware of its contents and legal facts. This Stipulation for Entry of
14 Judgment constitutes the entire agreement of the parties and is entered into on the dates below as
15 indicated.

16 Dated: November 17, 2009

17 THE BOARD OF TRUSTEES OF THE CARPENTERS
18 PENSION TRUST FUND FOR NORTHERN
19 CALIFORNIA

20 By: 

21 Dated: November 17, 2009

22 CLASSICAL STAIRWAYS, INC.

23 By: 

24 ///

25 ///

26 ///

27 ///

28

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- 4 -

STIPULATION FOR ENTRY OF JUDGMENT; [PROPOSED] JUDGMENT
Case No. C 09-0635 SBA

1 Approved as to Form and Content:

2 Dated: November 17, 2009

WEINBERG, ROGER & ROSENFELD
A Professional Corporation

By: 

KRISTINA M. ZINNEN
Attorneys for Plaintiffs

8 **[PROPOSED] ORDER**

9 It is so ordered that Judgment is entered against Defendant Classical Stairways, Inc., A
10 California Corporation, as set forth in the Stipulation For Entry of Judgment.

12 Dated: 12/17/09


The Honorable Sandra B. Armstrong,
United States District Court Judge

- 5 -

STIPULATION FOR ENTRY OF JUDGMENT: [PROPOSED] JUDGMENT
Case No. C 09-0635 SBA

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1101 Market Village Parkway,
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PROOF OF SERVICE

I am a citizen of the United States, and a resident of the State of California. I am over the age of eighteen years, and not a party to the within action. My business address is 1001 Marina Village Parkway, Suite 200, Alameda, California 94501-1091. On December 10, 2009, I served upon the following parties in this action:

Michael C. Hoff
Classical Stairways, Inc.
1240 Yard Court, Suite G
San Jose, CA 95133

copies of the document(s) described as:

**SIGNED STIPULATION FOR ENTRY OF JUDGMENT;
[PROPOSED] ORDER**

- ☒ **BY MAIL** I placed a true copy of each document listed herein in a sealed envelope, addressed as indicated herein, and caused each such envelope, with postage thereon fully prepaid, to be placed in the United States mail at Alameda, California. I am readily familiar with the practice of Weinberg, Roger & Rosenfeld for collection and processing of correspondence for mailing, said practice being that in the ordinary course of business, mail is deposited in the United States Postal Service the same day as it is placed for collection.
- ☐ **BY PERSONAL SERVICE** I placed a true copy of each document listed herein in a sealed envelope, addressed as indicated herein, and caused the same to be delivered by hand to the offices of each addressee.
- ☐ **BY OVERNIGHT DELIVERY SERVICE** I placed a true copy of each document listed herein in a sealed envelope, addressed as indicated herein, and placed the same for collection by Overnight Delivery Service by following the ordinary business practices of Weinberg, Roger & Rosenfeld, Alameda, California. I am readily familiar with the practice of Weinberg, Roger & Rosenfeld for collection and processing of Overnight Delivery Service correspondence, said practice being that in the ordinary course of business, Overnight Delivery Service correspondence is deposited at the Overnight Delivery Service offices for next day delivery the same day as Overnight Delivery Service correspondence is placed for collection.
- ☐ **BY FACSIMILE** I caused to be transmitted each document listed herein via the fax number(s) listed above or on the attached service list.

I certify that the above is true and correct. Executed at Alameda, California, on December 10, 2009.

/s/ Laurie Arnold
Laurie Arnold

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